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Attorney for Plaintiffs

**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT HOMER**

NIKITA TIPIKIN and USTINA ANDREEFF,

Plaintiffs,

vs.

LIBERTY MUTUAL INSURANCE  
COMPANY,

Defendants.

COMPLAINT

Case No. 3HO-12 295 CI

Plaintiffs complain of Defendants and allege as follows:

1. Plaintiffs are residents of the State of Alaska.
2. The fishing vessel involved, AKULA, is located and operated in Alaska.
3. Defendant is an insurance company located in New York, doing business within the State of Alaska.
4. Defendant provided Plaintiffs with insurance coverage for their vessel, AKULA, for a policy period of January 8, 2011 through January 8, 2012.
5. On or about July 16, 2011, the AKULA suffered a covered loss as a result of heavy weather causing the engine of the vessel to swamp.

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6. Plaintiffs immediately took steps to minimize damage to the vessel, such as flushing it with fresh water and took all other necessary and reasonable steps to minimize damages and losses.

7. On August 3, 2011, Plaintiff's properly reported the covered loss to Defendant.

8. Eight months later, on May 15, 2012, Defendant denied the claim, indicating, in part, that fresh water rather than sea water was present in the swamped engine and that the engine failed from excessive wear and poor maintenance.

9. Defendant improperly denied coverage of the claimed losses.

10. Defendant failed to timely and properly process the claim involved in this case.

11. Defendant has failed to comply with statutory, regulatory and contractual requirements regarding this insurance claim.

12. Plaintiffs have suffered losses, injuries and damages in excess of \$50,000.00, including lost income, lost use of the engine and vessel, increased costs of repair, statutory and other applicable penalties, and other losses, injuries and damages, all of which were a direct and proximate result of the wrongful actions by Defendant.

WHEREFORE Plaintiffs request that the Court grant the following relief on their behalf and against Defendant:

For an order requiring Defendant to pay Plaintiff's costs of repair and/or replacement of the engine; for payment of Plaintiffs losses, injuries and damages; for payment of Plaintiffs costs and attorney fees; for payment of statutory penalties regarding the wrongful processing of Plaintiff's claim; and for such other and further relief as the court deems just.

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DATED this 5 day of October, 2012.

  
MICHAEL HOUGH/ABA #7405022  
Attorney at Law

CERTIFICATE OF SERVICE

The undersigned hereby certifies and affirms that on the 22 day of Oct, 2012, a true and correct copy of the foregoing document was served by fax/mail upon Liberty International Underwriters and Liberty Mutual Insurance Company, 55 Water Street, 18<sup>th</sup> Floor, New York, NY 10041.

By:   
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